PROGRESSIVE®

CULBRETH INS AGENCY PO BOX 6885 DOTHAN, AL 36302

I CERTIFY THIS DOCUMENT TO BE A TRUE AND ACCURATE COPY. NAME: DIANE FLEISCH-HUGHES DATE: MARCH 15,2006

BARBARA A THURMAN 151 COMMONS WAY ENTERPRISE, AL 36330

Auto Insurance Coverage Summary This is your Declarations Page

Policy number: 41890128-0

Progressive Specialty Insurance Company October 24, 2003 Policy Period: Oct 20, 2003 - Apr 20, 2004 Page 1 of 9

personal.progressive.com

Make payments, check billing activity, make policy changes or check status of a claim.

334-794-3558

CULBRETH INS AGENCY

Contact your agent during business hours.

800-PROGRESSIVE (800-776-4737)

For policy service and claims service, 24 hours a day, 7 days a week.

Your coverage began on October 20, 2003 at the later of 12:01 a.m. or the effective time shown on your application. This policy period ends on April 20, 2004 at 12:01 a.m.

Your insurance policy and any policy endorsements contain a full explanation of your coverage. The policy limits shown for a vehicle may not be combined with the limits for the same coverage on another vehicle, unless the policy contract allows the stacking of limits. The policy contract is form 9608 AL (08/01). The contract is modified by forms 0101 (08/02) and 7951 AL (10/02).

Drivers and household residents	
***************************************	Additional information
	Named insured
BENNY THURMAN	

Outline of coverage

2000 Ford F150 4C

VIN 1CTDV17L4VALADOGGO	a = a + b		
VIN 1FTRX17L4YNA08660	Limits	Deductible	Premium
Liability To Others Bodily Injury Liability Property Damage Liability	\$25,000 each person/\$50,000 each accident \$25,000 each accident	- Secretary	\$324
Uninsured/Underinsured Motorist	\$20,000 each person/\$40,000 each accident		······································
Medical Payments	\$1,000 each person	***************************************	
Comprehensive		4500	10
Collision or Upset		U0C4	55
Roadside Assistance		\$500	305
Total 6 month policy premium			7
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Premium discount

Policy 41890128-0 paid in full

Lienholder information

We will send certain notices such as coverage summaries and cancellation notices to the following:

Lienholder:

CAPITAL ONE AUTO FIN
P O BOX 23786 TUCSON, AZ 85734
2000 Ford F150 4C (1FTRX17L4YNA08660)

DEFENDANT'S EXHIBIT



- c. to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but its limit of liability for **bodily injury** is less than the minimum limit of liability for **bodily injury** specified by the financial responsibility law of the state in which a **covered vehicle** is principally garaged.
- to which the operator or owner cannot be identified and which causes an accident resulting in bodily injury
 to an insured person. If there is no physical contact with that vehicle, the facts of the accident must be
 proven by competent evidence; or
- e. to which a **bodily injury** liability bond or policy applies at the time of the **accident**, but the sum of all applicable limits of liability for **bodily injury** is less than the damages which the **insured person** is legally entitled to recover.

An "uninsured motor vehicle" does not include any motorized vehicle or equipment:

- a. owned or operated by a self-insurer under any applicable vehicle law, except a self-insurer that is or becomes insolvent;
- b. operated on rails or crawler treads;
- c. designed mainly for use off public roads, while not on public roads;
- d. while being used as a residence or premises;
- e. shown on the Declarations Page of this policy; or
- f. not required to be registered as a motor vehicle.

Part IV - Damage To A Vehicle

- (a) The following provision is added to the Collision Coverage Insuring Agreement in Part IV:

 Subject to any deductible applicable to a collision loss, we will replace, or reimburse the reasonable cost to replace, any child safety seat or restraint damaged in an accident to which this Collision Coverage applies.
- (b) The following exclusions are added to Part IV:

Coverage under Part IV - Damage To A Vehicle does not apply for **loss** to a **covered vehicle**, **non-owned vehicle**, or **trailer**, caused directly or indirectly by mold, mildew or fungus, including any type or form of:

- decomposing or disintegrating organic material or microorganism;
- b. organic surface growth on moist, damp, or decaying matter:
- c. yeast or spore-bearing plant-like organism; or
- spores, scents, toxins, bacteria, viruses, or any other by-products produced or released by any mold, mildew, fungus, or other microbes.

However, this exclusion does not apply to **loss** caused by mold, mildew or fungus, if such **loss** is caused by any other **loss** covered under this Part IV.

Coverage under Part IV - Damage To A Vehicle does not apply for loss to a covered vehicle, non-owned vehicle, or trailer, caused directly or indirectly by:

- a. war (declared or undeclared), including civil war;
- warlike action by any military force of any government, sovereign or other authority using military personnel or agents. This includes any action taken to hinder or defend against an actual or expected attack;
- c. insurrection, rebellion, revolution, usurped power, or any action taken by a governmental authority to hinder or defend against any of these acts; or
- d. any intentional discharge, dispersal or release of radioactive, nuclear, pathogenic, poisonous biological, chemical or hazardous material for any purpose other than its safe and useful purpose.
- (c) The following provision is added to the Limits of Liability in Part IV:

Payments for **loss** covered under Collision Coverage, Comprehensive Coverage, Custom Parts or Equipment Coverage and Additional Custom Parts or Equipment Coverage are also subject to the following provisions:



